

**COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING AND BUILDING
STAFF REPORT**

PLANNING DEPARTMENT HEARING

*Promoting the wise use of land
Helping build great communities*

MEETING DATE November 18, 2004	CONTACT/PHONE Holly Phipps 805-781-1162	APPLICANT Warren Frankel	FILE NO. SUB2004-00318 COAL 05-0131 SUB2004-00318
SUBJECT Request by Warren Frankel for a Lot Line Adjustment to adjust the lot lines between two parcels of 30.77 acres and 161.50 acres. The adjustment will result in two parcels of 20.08 acres and 172.19 acres. The project will not result in the creation of any additional parcels. The proposed project is within the Agriculture land use category and is located on the west side of Linne Road at 4985 Linne Road, approximately 3 miles east of Paso Robles, approximately 1 mile east of the intersection of Penman Springs Road in the El Pomar/Estrella planning area.			
RECOMMENDED ACTION Approve Lot Line Adjustment COAL 05-0131 based on the findings listed in Exhibit A and the conditions listed in Exhibit B			
ENVIRONMENTAL DETERMINATION A Class 5 Categorical Exemption (ED04-522) was issued on 05/18/05			
LAND USE CATEGORY Agriculture	COMBINING DESIGNATION Flood Hazard (located on far eastern side, small portion of parcel)	ASSESSOR PARCEL NUMBER 035-051-012 and 033-011-027	SUPERVISOR DISTRICT(S) 1
PLANNING AREA STANDARDS: None applicable			
LAND USE ORDINANCE STANDARDS: Section 22.22.040 Subdivision design, agriculture category			
EXISTING USES: Vacant, trees, vine grapes, vine grape, mixed living SFR 4 units			
SURROUNDING LAND USE CATEGORIES AND USES: North: Agriculture/Vacant South: Agriculture/Scattered residences, vineyards East: Agriculture/scattered residences, vineyards West: Agriculture/Vacant			
OTHER AGENCY / ADVISORY GROUP INVOLVEMENT: The project was referred to: Public Works, Environmental Health, Ag Commissioner, Fire Department, RWQCB, City of Paso Robles, APCD and Salinian Heritage Consultants.			
TOPOGRAPHY: Level to gently sloping		VEGETATION: Vineyards, oaks, orchards	
PROPOSED SERVICES: Water supply: On-site well Sewage Disposal: Individual septic system Fire Protection: CDF		ACCEPTANCE DATE: May 18, 2005	
ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE DEPARTMENT OF PLANNING & BUILDING AT: COUNTY GOVERNMENT CENTER ♦ SAN LUIS OBISPO ♦ CALIFORNIA 93408 ♦ (805) 781-5600 ♦ FAX: (805) 781-1242			

ORDINANCE COMPLIANCE:

The applicant is proposing to adjust the lot lines between two legal parcels as follows:

EXISTING LOT SIZES (ACRES)	ADJUSTED PARCEL SIZES (ACRES)
30.77 acres	20.08 acres
161.50 acres	172.19 acres

Section 21.02.030 of the Real Property Division Ordinance states that a lot line adjustment shall not be approved or conditionally approved unless the new parcels resulting from the adjustment will maintain a position which is better than, or equal to, the existing situation relative to the county's zoning and building ordinances.

The adjustment will result in the reconfiguration of the two parcels to configure the parcels to reflect equal to and better agricultural use and the parcel line will assure access to parcel 033-011-025.

The present use of the land is vineyards and pistachio orchards; the minimum size of the parcel for Dry Farm Orchards and Vineyards use is 40 acres. The existing configuration of the parcels are approximately 160 acres (APN 033-011-027) and 31 acre parcels (035-051-012). The proposed configuration expands the existing parcel (033-011-027) by approximately 11 acres, increasing the amount of quality land available for production which is better than the existing configuration. However, parcel 035-051-012 does not meet any lot size standards and will be decreased by approximately 10.50 acres. Although, parcel 035-051-012 will become less conforming to minimum parcel size, the resulting parcel will maintain a position which is equal to the existing situation relative to the County's zoning and building ordinances as it is below the minimum parcel size and will remain so.

SB 497

As of January 1, 2002, lot line adjustments are limited to four or fewer existing adjoining parcels. In addition, the new parcels must comply not only with zoning and building regulations, but also with the general plan and any applicable coastal plan. The County's local ordinance allows a determination to be made that the proposed situation is equal to or better than the existing situation. Because one parcel is below minimum parcel size as set through the General Plan and will remain so after the adjustment and one parcel is conforming and will remain so, staff has concluded that the adjustment is consistent with both state and local law.

LEGAL LOT STATUS:

Certificates of compliance (1999-087207 and 1999-087208) have been issued for the two parcels.

FINDINGS - EXHIBIT A

Lot Line Adjustment

- A. The proposed Lot Line Adjustment is consistent with the provisions of Section 21.02.030 of the Real Property Division Ordinance because the adjustment will result in the reconfiguration of the two parcels to configure the parcels to reflect equal to and better agricultural use and the parcel line will assure access to parcel 033-011-025.

The present use of the land is vineyards and pistachio orchards; the minimum size of the parcel for Dry Farm Orchards and Vineyards use is 40 acres. The existing configuration of the parcels are approximately 160 acres (APN 033-011-027) and 31 acre parcels (035-051-012). The proposed configuration expands the existing parcel (033-011-027) by approximately 11 acres, increasing the amount of quality land available for production which is better than the existing configuration relative to agricultural use of the site. However, parcel 035-051-012 does not meet any lot size standards and will be decreased by approximately 10.50 acres. Although, parcel 035-051-012 will become less conforming to minimum parcel size, the resulting parcel will maintain a position which is equal to the existing situation relative to the County's zoning and building ordinances as it is below the minimum parcel size and will remain so.

- B. The proposal will have no adverse effect on adjoining properties, roadways, public improvements, or utilities.
- C. Compliance with the attached conditions will bring the proposed adjustment into conformance with the Subdivision Map Act and Section 21.02.030 of the Real Property Division Ordinance.

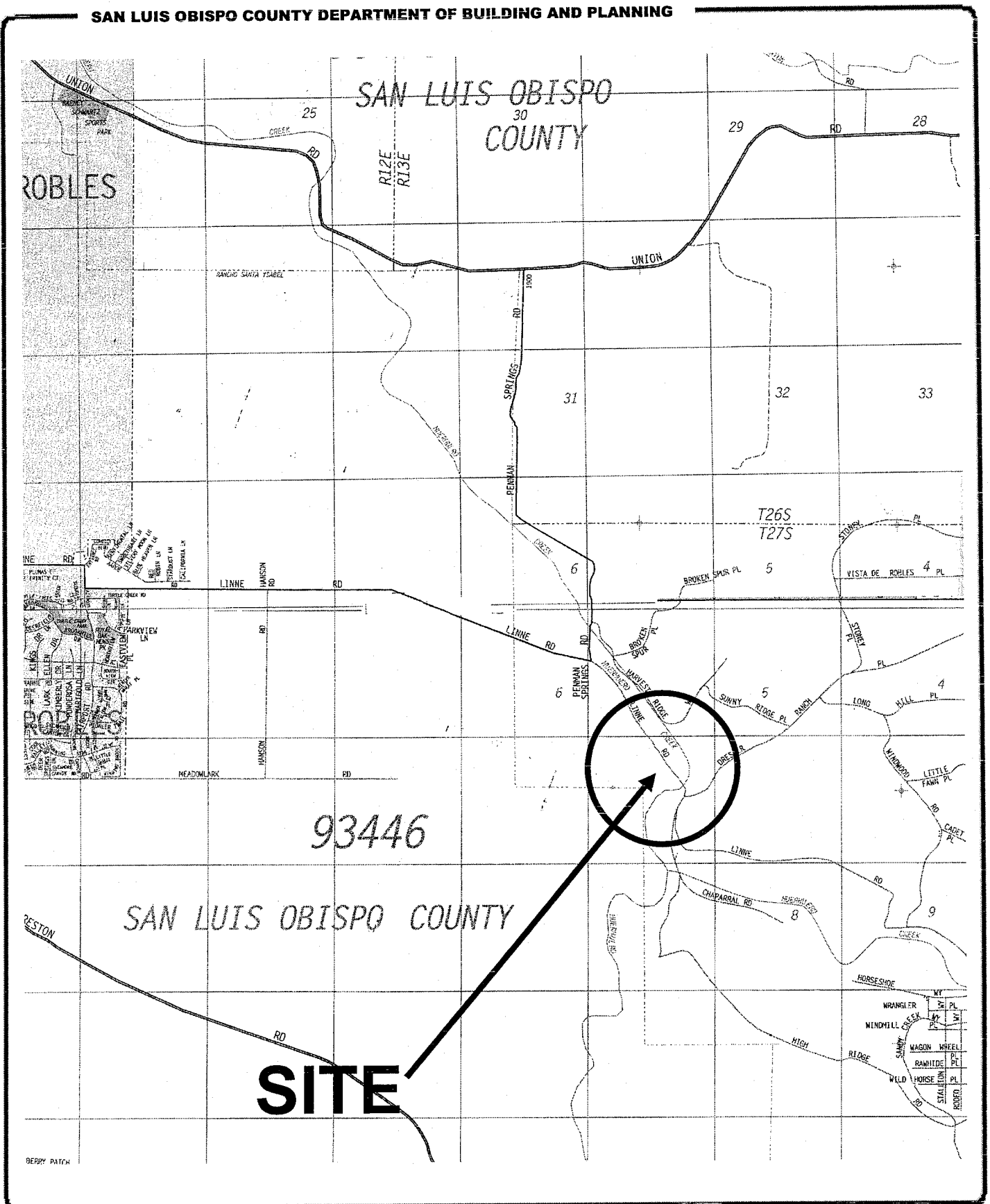
Environmental Determination

- D. The project qualifies for a Categorical Exemption (Class 5) pursuant to CEQA Guidelines Section 15305 because the minor lot line adjustment will not result in the creation of any new parcels and no environmental resources will be significantly impacted by this lot line adjustment. Therefore, it can be seen with certainty that there is no possibility that this project will have a significant effect on the environment.

CONDITIONS - EXHIBIT B

1. This adjustment may be effectuated by recordation of a parcel map or recordation of certificates of compliance. If a map is filed, it shall show:
 - a. All public utility easements.
 - b. All approved street names.
2. Any private easements described in the title report must be shown on the map, with recording data.
3. When the map is submitted for checking, or when the certificate of compliance is filed for review, provide a preliminary title report to the County Engineer or the Planning Director for review.
4. All conditions of approval herein specified are to be complied with prior to the recordation of the map or certificates of compliance which effectuate the adjustment. Recordation of a map is at the option of the applicant. However, if a map is not filed, recordation of a certificate of compliance is mandatory.
5. The map or certificates of compliance shall be filed with the County Recorder prior to transfer of the adjusted portions of the property or the conveyance of the new parcels.
6. In order to consummate the adjustment of the lot lines to the new configuration when there is multiple ownerships involved, it is required that the parties involved quitclaim their interest in one another new parcels. Any deeds of trust involving the parcels must also be adjusted by recording new trust deeds concurrently with the map or certificates of compliance.
7. If the lot line adjustment is finalized using certificates of compliance, prior to final approval the applicant shall prepay all current and delinquent real property taxes and assessments collected as real property taxes when due prior to final approval.
8. The lot line adjustment will expire two years (24 months) from the date of the approval, unless the map or certificates of compliance effectuating the adjustment is recorded first. Adjustments may be granted a single one year extension of time. The applicant must submit a written request with appropriate fees to the Planning Department prior to the expiration date.
9. All timeframes on completion of lot line adjustments are measured from the date the Review Authority approves the lot line adjustment map, not from any date of possible reconsideration action
10. All parcels shall be provided with legal access from a public road. Easements or offers of dedication with a minimum width of 20 feet shall be recorded for all parcels that currently do not have access. These shall be shown on a map (if a map is used to final the adjustment) or recorded with the certificates of compliance.

Staff report prepared by Holly Phipps and reviewed by Kami Griffin.



PROJECT

LOT LINE ADJUSTMENT
Frankel SUB2004-00318



EXHIBIT

Vicinity Map



SITE

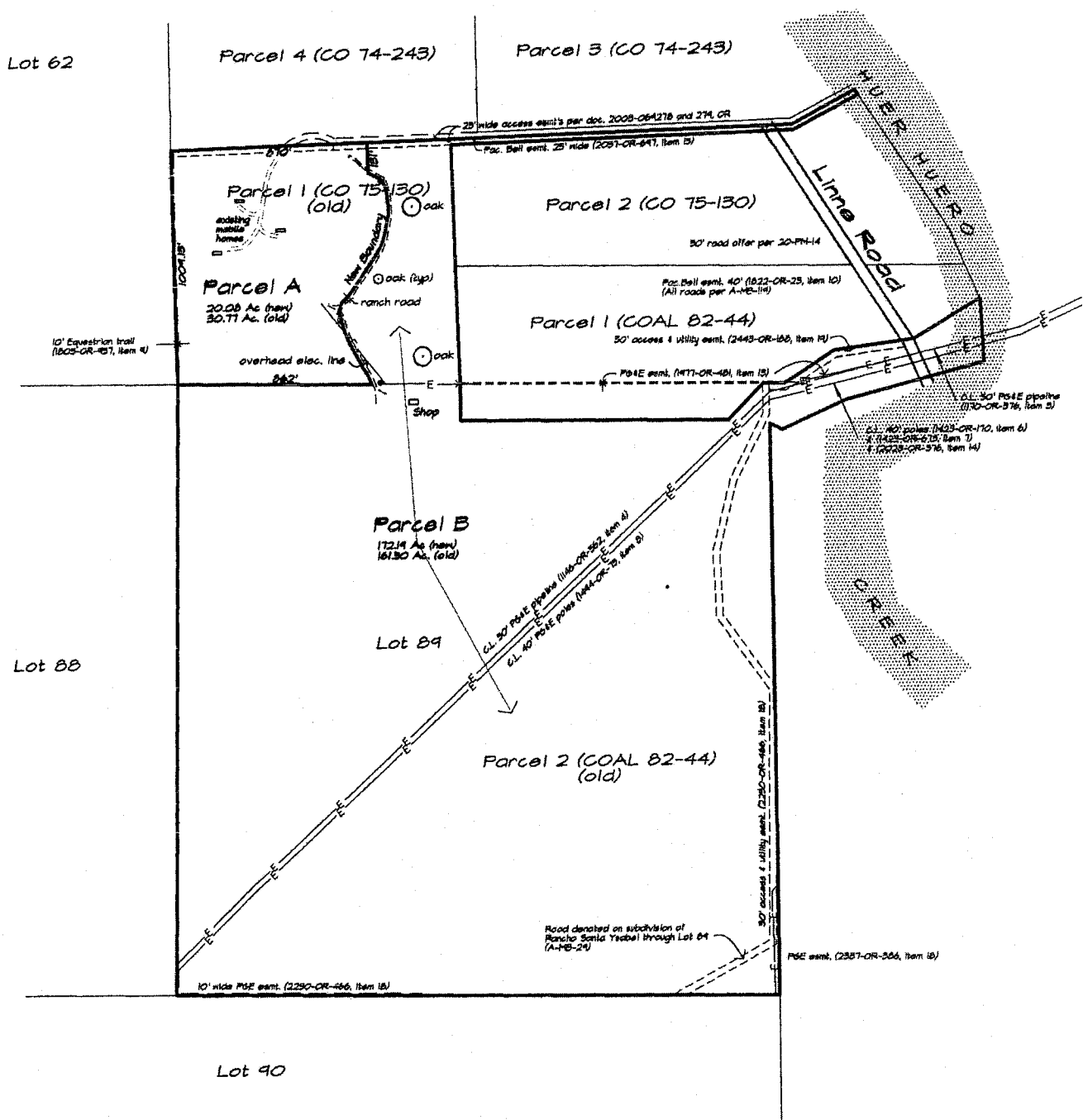
PROJECT

LOT LINE ADJUSTMENT
Frankel SUB2004-00318



EXHIBIT

Land Use Category Map



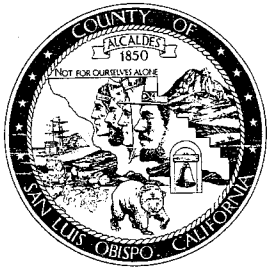
PROJECT

LOT LINE ADJUSTMENT
Frankel SUB2004-00318



EXHIBIT

Site Plan



COUNTY OF SAN LUIS OBISPO

Department of Agriculture/Measurement Standards

2156 SIERRA WAY, SUITE A • SAN LUIS OBISPO, CALIFORNIA 93401-4556
ROBERT F. LILLEY
AGRICULTURAL COMMISSIONER/SEALER

(805) 781-5910
FAX (805) 781-1035
AgCommSLO@co.slo.ca.us

DATE: May 2, 2005
TO: Josh LeBombard, North County Planning Team
FROM: Michael Isensee, Agricultural Resource Specialist *mqd*
SUBJECT: Frankel LLA Sub2004-00318 (COAL05-0131) Ag Dept #1033

Summary of Findings

The Agriculture Department's review of the proposed Frankel Lot Line Adjustment (LLA) finds that, overall, the proposed parcels are equal to the existing parcels and configuration and will not result in any significant adverse impacts to agricultural resources or operations.

The County Department of Agriculture supports lot line adjustments that either improve agriculture or do not adversely impact agricultural potential on parcels involved in the adjustment, utilizing the agricultural policies of the Agriculture and Open Space Element of the county General Plan; Title 21, the Real Property Division Ordinance (§21.02.030(c)); and a review of the potential impacts to agricultural resources. This determination is based on a comparison of the proposed and existing parcels when considering potential long-term impacts to agricultural resources and operations.

The existing configuration of the approximately 160 acre and 31 acre parcels (APN 033-011-027 and 035-051-012, herein referred to as 027 and 012, respectively) is not detrimental to agricultural production while in common ownership. However, were the smaller parcel (012) to transfer ownership, the Frankel's agricultural operation on parcel 027 and an adjacent parcel (APN 033-011-025) could face long-term access issues. This is due to continued erosion from Huerhuero Creek along the existing driveway to access the agricultural operation. The LLA would provide assured long-term access without requiring the owner to maintain ownership of parcel 012. The proposed configuration expands the existing intensively utilized parcel 027 by approximately 11 acres, increasing the amount of quality land available for production. This is accomplished through a reduction in the size of parcel 012. However, parcel 012 already has limited long-term agricultural sustainability and currently does not meet any lot size standards.

As with all project on or near agricultural lands, future property owners should receive Right to Farm notification as per County Code, Chapter 5.16.

These comments and recommendations are based on current departmental objectives to conserve agricultural resources and to provide for public health, safety and welfare, while mitigating negative impacts of development to agriculture. If you have any additional questions, I can be reached at 781-5753.

INTRODUCTION

The project site is west of Linne Road near its intersection with Huerhuero Creek, approximately 2 miles east of Paso Robles. The properties are both zoned Agriculture and are surrounded by parcels also zoned Agriculture. Existing agricultural operations in the area primarily consist of wine grapes; dry-farm grain and hay; pasture and grazing land; and a variety of tree crops with minor amounts of row crops.

CROPS & SOILS

The Frankel agricultural operation consists of 180 acres of vineyards established between 1990 and 1997 as well as approximately 20 acres of pistachios established in 1981. Parcel 027 contains the majority of the vineyards. The presence of these crops represents a large investment in time and materials and a commitment to agricultural production.

The project properties consist of a wide variety of soil types. Table 1 display the approximate soils types, classifications, and acreages found on current parcels 012 and 027.

TABLE 1: Soil Types on Current Parcels							
SYMBOL	SOIL NAME	SLOPE %	PRIME	IRR	NON	ACRES 012	ACRES 027
102	ARBUCKLE-POSITAS COMPLEX	9-15		IV	IV	0.2	23.1
103	ARBUCKLE-POSITAS COMPLEX	15-30		VI	VI	15.1	3.0
104	ARBUCKLE-POSITAS COMPLEX	30-50		VII	VII	7.8	5.0
106	ARBUCKLE-SAN YSIDRO COMPLEX	2-9		III	IV	8.4	48.5
149	HANFORD & GREENFIELD GRAVELLY SANDY LOAMS	0-2	Yes	II	IV	0.2	
150	HANFORD & GREENFIELD GRAVELLY SANDY LOAMS	2-9	Yes	II	IV	0.3	9.3
179	NACIMIENTO-LOS OSOS COMPLEX	9-30		IV	IV		28.1
180	NACIMIENTO-LOS OSOS COMPLEX	30-50		VI	VI		28.5
183	PICO FINE SANDY LOAM	0-2	Yes	I	IV		0.2
197	SAN YSIDRO LOAM	0-2		III	IV	0.1	5.0
212	XEROFLUVENTS-RIVERWASH ASSOCIATION	NA		VI	VI	0.1	1.07

The proposed LLA will move approximately 9 acres of Class III soils along with minor amounts of other soils from parcel 012 to parcel 027. After the proposed LLA, parcel 012 would consist of low quality Arbuckle-Positas Complex soil with limited agricultural capability. Based upon current minimum parcel sizes for agricultural lands, this parcel would not be considered a sustainable agricultural site in either its current or proposed configuration. Table 2 presents the acreage change of the proposed LLA based upon soil capability.

Table 2: Current and Proposed Parcel 012 & 027 Irrigated Soil Capability Acreages				
	Current Acreage		Proposed Acreage	
	012	027	012	027
I & II (Prime)	0.5	9.5		10.0
III & IV	8.8	104.7		113.5
VI	15.2	32.5	15.1	32.6
VII	7.8	5.0	5.6	7.2
TOTAL	32	152	21	163

EVALUATION

The factors that are considered by the Agriculture Department in evaluating a LLA include:

- 1) the configuration of the property lines,
- 2) the presence of agriculturally productive soils,
- 3) the eligibility of the resulting parcels for agricultural preserve contracts, and
- 4) any other issues creating incompatibility with agriculture.

For a LLA to be considered equal to or better than the existing configuration, no factor should worsen when compared to the existing configuration.

1. The proposal utilizes topography and soils as the basis for the revised property line. The proposed LLA provides a secondary access route to the Frankel agricultural operations. Providing an assured access route safeguards the investment in agricultural operations at the site even if Huerhuero Creek continues to erode the existing access to parcel 027 and the adjacent Frankel parcel 025. *In this regard the proposed LLA is better than the existing configuration.*
2. The proposed configuration consolidates the most agriculturally productive soils on a single large parcel, increasing the long-term likelihood of a sustainable agriculture on the site. At the same time, the proposal removes these soils from a parcel already below minimum parcel size, reducing the possibility of utilizing this small parcel for most agricultural purposes. *In this regard the proposed LLA is equal to the existing configuration.*
3. Currently, parcel 027 is large enough to enter into a agricultural preserve and Williamson Act contract, while parcel 012 is not large enough to enter into a preserve or contract unless part of a joint application. The proposal does not impact the possibility of either parcel from entering into a Williamson Act preserve or contract. *In this regard the proposed LLA is equal to the existing configuration.*
4. The proposal provides an increased distance separation between the permitted winery on parcel 027 and the existing configuration of parcel 012 by incorporating the portion of parcel 012 that is in closest proximity to the winery site. This does not, however, address the compatibility concerns raised by neighbors of a separate adjoining property at the time of the winery permitting in 2003. However, *in this regard the proposed LLA is better than the existing configuration.*

In each respect, the proposed LLA is equal to or better than the existing configuration.



John Busselle
SAN LUIS OBISPO COUNTY
DEPARTMENT OF PLANNING AND BUILDING

APR 20 2005

VICTOR HOLANDA, AICP
DIRECTOR

THIS IS A NEW PROJECT REFERRAL

DATE:

4/15/05

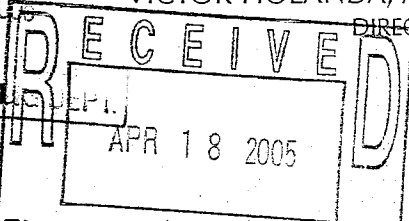
TO:

Env. Health

FROM:

North Co. Team

(Please direct response to the above)



Frankel / COAL 05-031

SUB 2004-00318

Project Name and Number

Development Review Section (Phone:

788-2009)

*OR ASK THE SWITCH-
(BOARD FOR THE PLANNERS)

(190.77 +/- acres)

PROJECT DESCRIPTION:

LLA → COAL 05-031. TO create a 20-acre parcel from an existing 30.77 acre parcel. Remaining 10.77 acres to be merged w/ 160-acre parcel. Located off Linne Rd, Paso Robles.

APNs: 035-051-012 & 033-011-27.

Return this letter with your comments attached no later than:

4/30/05

PART I

IS THE ATTACHED INFORMATION ADEQUATE FOR YOU TO DO YOUR REVIEW?

____ YES
____ NO

PART II

ARE THERE SIGNIFICANT CONCERNS, PROBLEMS OR IMPACTS IN YOUR AREA OF REVIEW?

____ NO (Please go on to Part III)
____ YES (Please describe impacts, along with recommended mitigation measures to reduce the impacts to less-than-significant levels, and attach to this letter.)

PART III

INDICATE YOUR RECOMMENDATION FOR FINAL ACTION. Please attach any conditions of approval you recommend to be incorporated into the project's approval, or state reasons for recommending denial. IF YOU HAVE "NO COMMENT," PLEASE INDICATE

No concerns at this time

4/26/05
Date

X. Sal
Name

781-5551
Phone



9
SAN LUIS OBISPO COUNTY
DEPARTMENT OF PLANNING AND BUILDING

JB

VICTOR HOLANDA, AICP
DIRECTOR

THIS IS A NEW PROJECT REFERRAL

DATE:

4/15/05

FROM

PW

FROM
LO

North Co. Team

(Please direct response to the above)

Frankel / COAL 05-0131
SUB 2004-00318

Project Name and Number

Development Review Section (Phone:

788-2009)

*OR ASK THE SWITCH-
(BOARD FOR THE PLANNERS)

(190.77 +/- acres)

PROJECT DESCRIPTION:

LLA -> COAL 05-0131. TO create
a 20-acre parcel from an existing 30.77 acre -
parcel. Remaining 10.77 acres to be merged w/ 160-
acre parcel. Located off Linne Rd, Paso Robles.

APNs: 035-051-012 & 033-011-27.

Return this letter with your comments attached no later than:

4/30/05

PART I

IS THE ATTACHED INFORMATION ADEQUATE FOR YOU TO DO YOUR REVIEW?

☒ YES
☐ NO

PART II

ARE THERE SIGNIFICANT CONCERNS, PROBLEMS OR IMPACTS IN YOUR AREA OF REVIEW?

☒ NO (Please go on to Part III)
☐ YES (Please describe impacts, along with recommended mitigation measures to reduce the impacts to less-than-significant levels, and attach to this letter.)

PART III

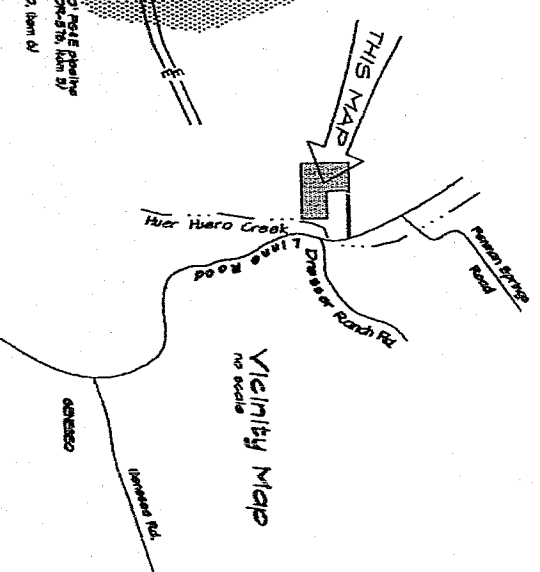
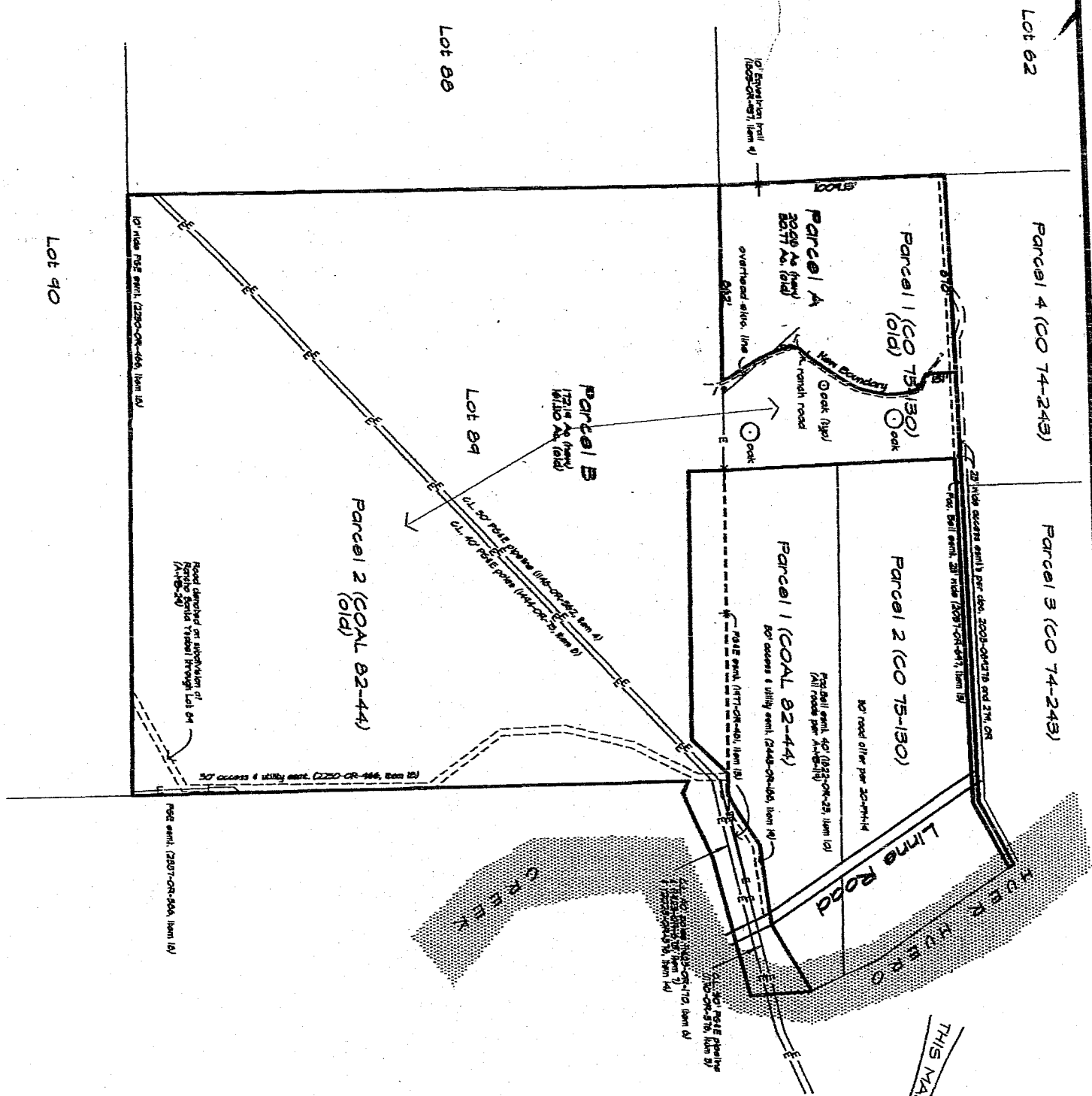
INDICATE YOUR RECOMMENDATION FOR FINAL ACTION. Please attach any conditions of approval you recommend to be incorporated into the project's approval, or state reasons for recommending denial. IF YOU HAVE "NO COMMENT," PLEASE INDICATE

MAP DOES NOT SHOW STRUCTURES, SEPTIC TANKS, ETC 21.02.030(b)(3)(v). WHILE THE STATEMENT
OF EXPLANATION IS THE BEST I HAVE SEEN, IT DOES NOT ADDRESS HOW REDUCING AN
AG PARCEL WITH NO INTENSIFIED USE FROM 30 TO 20 ACRES IS EQUAL OR BETTER THAN
EXISTING. PERHAPS THEY SHOULD TAKE MEASURES TO PROTECT THE CREEK BANK (HOW DID
NEW BRIDGE CAUSE PROBLEM?).

04 May 2005
Date

GOODWIN
Name

5252
Phone



PRELIMINARY MAP COAL 05-0131

PARCELS 1 OF CO 75-130 FILED IN PARCEL MAP BOOK 20, AT
PAGE 14, AND PARCELS 2 OF COAL 82-44 FILED IN PARCEL MAP
BOOK 22, AT PAGE 24, IN THE COUNTY OF SAN LUIS OBISPO,
STATE OF CALIFORNIA.

APN 028-011-027 & 028-011-012

Owner:
Lime Road
Paso Robles, CA 93446
Phone 484-3885

Agent:
Dennis J. Peterson
Paso Robles, CA 93446
Phone 484-3885
Prepared by:
Lime Road
Paso Robles, CA 93446
Phone 484-3885
March 2002

Updated March 1,
2005



First American Title Company

899 Pacific Street
San Luis Obispo, CA 93401

Leonard Lenger
Lenger Land Surveys
1203 Carpenter Canyon Road
Arroyo Grande, CA 93420
Phone: (805) 489-6647

Order Number: 4001-1756302 (LI)

Title Officer: Lisa Irot
Phone: (805) 786-2042
Fax No.: (805) 543-5524
E-Mail: lirot@firstam.com

Buyer:
Owner: Frankle
Property: 5125 and 4985 Linne Road
Paso Robles, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of January 10, 2005 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

NONE

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

WARREN H. FRANKEL AND KATHERINE M. FRANKEL, TRUSTEES OF THE FRANKEL REVOCABLE TRUST DATED MARCH 31, 1999

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments not yet examined. APN: 033-011-027 and 035-051-012.
2. Rights of the public in and to that portion of the land lying within Penmen Springs-Linne Road.
3. A public easement for navigation and the incidents of navigation such as boating, fishing, swimming, hunting and other recreational uses in and under the Huer Huerd Creek and including a public right of access to the water.

Affects: Parcel 2

4. An easement for pipe lines and incidental purposes, recorded September 28, 1961 as Book 1146, Page 562 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: Parcel 1
5. An easement for pipe lines and incidental purposes, recorded February 19, 1962 as Book 1170, Page 376 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: a portion of Parcel 2

Terms and provisions contained in the above document.

6. An easement for a line of poles, wires and incidental purposes, recorded January 24, 1967 as Book 1423, Page 170 of Official Records.

In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: a portion of Parcel 1

Terms and provisions contained in the above document.

7. An easement for a line of poles, wires and incidental purposes, recorded March 28, 1967 as Book 1429, Page 673 of Official Records.

In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: a portion of the land

Terms and provisions contained in the above document.

8. An easement for line of poles with wires for the transmission of electric energy and for communication purposes together with a right of ingress and egress and incidental purposes, recorded October 17, 1968 as Book 1494, Page 75 of Official Records.

In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: Parcel 1

9. An easement for equestrian trail and incidental purposes, recorded November 14, 1974 as Book 1805, Page 957 of Official Records.

In Favor of: Robert L. Freeman, et al.
Affects: the Easterly 10 feet of Parcel 1

10. An easement for communication facilities, ingress thereto, egress therefrom and incidental purposes, recorded March 3, 1975 as Book 1822, Page 23 of Official Records.

In Favor of: the pacific telephone and telegraph company
Affects: that portion of parcel 2 lying within Linne Road

11. An offer of dedication for road and drainage and incidental purposes, recorded June 28, 1976 as Book 20, Page 14 of Parcel Maps .

To: the public

Affects: Parcel 2

12. Any and all offers of dedication, conditions, restrictions, easements, fenceline/boundary discrepancies, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.

13. An easement for either or both pole lines, conduits and incidental purposes, recorded May 9, 1977 as Book 1977, Page 481 of Official Records.

In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: Parcel 1

14. An easement for with or both pole lines, conduits and incidental purposes, recorded November 4, 1977 as Book 2023, Page 376 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: Parcel 1
15. An easement for communication facilities, ingress thereto, egress therefrom and incidental purposes, recorded March 27, 1978 as Book 2057, Page 697 of Official Records.
In Favor of: the Pacific Telephone and Telegraph Company
Affects: the North 25 feet of the West 2,772.57 feet of Parcel 2
16. An easement for ingress and egress and incidental purposes, recorded July 2, 1980 as Book 2250, Page 466 of Official Records.
In Favor of: Warren H. Frankel, et ux.
Affects: Parcel 1
17. An easement for pipe lines and incidental purposes, recorded July 2, 1980 as Book 2250, Page 466 of Official Records.
In Favor of: Warren H. Frankel, et ux.
Affects: Parcel 1
18. An easement for poles, aerial wires, cables, electrical conductors and incidental purposes, recorded July 1, 1981 as Book 2337, Page 386 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: Parcel 1
19. An easement for ingress and egress and incidental purposes, recorded November 3, 1982 as Book 2443, Page 188 of Official Records.
In Favor of: Warren H. Frankel and Kathryn Frankel, husband and wife
Affects: Parcel 1
20. A deed of trust to secure an original indebtedness of \$475,000.00 recorded April 29, 2003 as Instrument No. 2003-045271 of Official Records.
Dated: April 11, 2003
Trustor: Warren H. Frankel and Katherine M. Frankel, Trustees of the Frankel Revocable Trust
Trustee: PRLAP, Inc.
Beneficiary: CCS-Small Business/Premier

Affects: Parcel 1 and other property

21. A deed of trust to secure an original indebtedness of \$322,700.00 recorded June 26, 2003 as Instrument No. 2003-069281 of Official Records.

Dated: June 18, 2003

Trustor: Warren H. Frankel and Katherine M. Frankel, husband and wife

Trustee: C.C.M.C. Co., a California corporation

Beneficiary: Capitol Commerce Mortgage Co., a California corporation

Affects: Parcel 2

INFORMATIONAL NOTES

1. Basic rate applies.
2. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Paso Robles, County of San Luis Obispo, State of California, described as follows:

PARCEL 1:

Parcel 2 of Parcel Map No. COAL-82-44, in the County of San Luis Obispo, State of California, according to map recorded June 30, 1982 in Book 32 at page 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM a portion of said land and undivided 1/2 interest in and to all oil, gas, and minerals without right of surface entry, above 500 feet as reserved by Robert L. Freeman, et al., in deed recorded November 14, 1974 in Book 1805 at page 957 of Official Records.

ALSO EXCEPTING THEREFROM that portion of said land granted to the County of San Luis Obispo, in deed which recorded January 11, 1996 under Recorder's Series Number 1996-001521.

Parcel 2:

Parcel 1 of Parcel Map CO-75-130, in the City of San Luis Obispo, County of San Luis Obispo, State of California, as per map recorded June 28, 1976, in Book 20 at Page 14 of Parcel Maps, in the office of the County Recorder of said county.

Excepting therefrom an undivided 1/2 interest in and to all oil, gas and minerals without right of surface entry above 500 feet as reserved by Robert L. Freeman, et al., in deed recorded November 14, 1974 in Book 1805 at Page 957 of official records.

APN: 033-011-027 and 035-051-012

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970

SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

<ol style="list-style-type: none"> a. building c. land use e. land division 	<ol style="list-style-type: none"> b. zoning d. improvements on the land f. environmental protection
--------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion

does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8 (e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.
 This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: NONE.

13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: None.

"You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between **May 19, 1995 and October 8, 2002**. If you had more than one qualifying transaction, you may be entitled to multiple discounts. If your previous transaction involved the same property that is the subject of this Preliminary Report, you do not have to do anything; First American will provide the discount. If your previous transaction involved property different from the property that is the subject of your current transaction, you must inform First American of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform First American of the prior transaction on a property that is not the subject of this transaction, First American has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide First American information concerning a prior transaction, First American is required to determine if you qualify for a discount."

"Escrow Services" shall be defined as either title premium or escrow fee payable by you in connection with this transaction. In the event you are entitled to a credit but are not responsible for paying either a title premium or an escrow fee at the close of this transaction, then no credit can be given.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

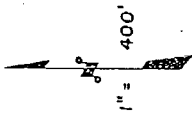
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

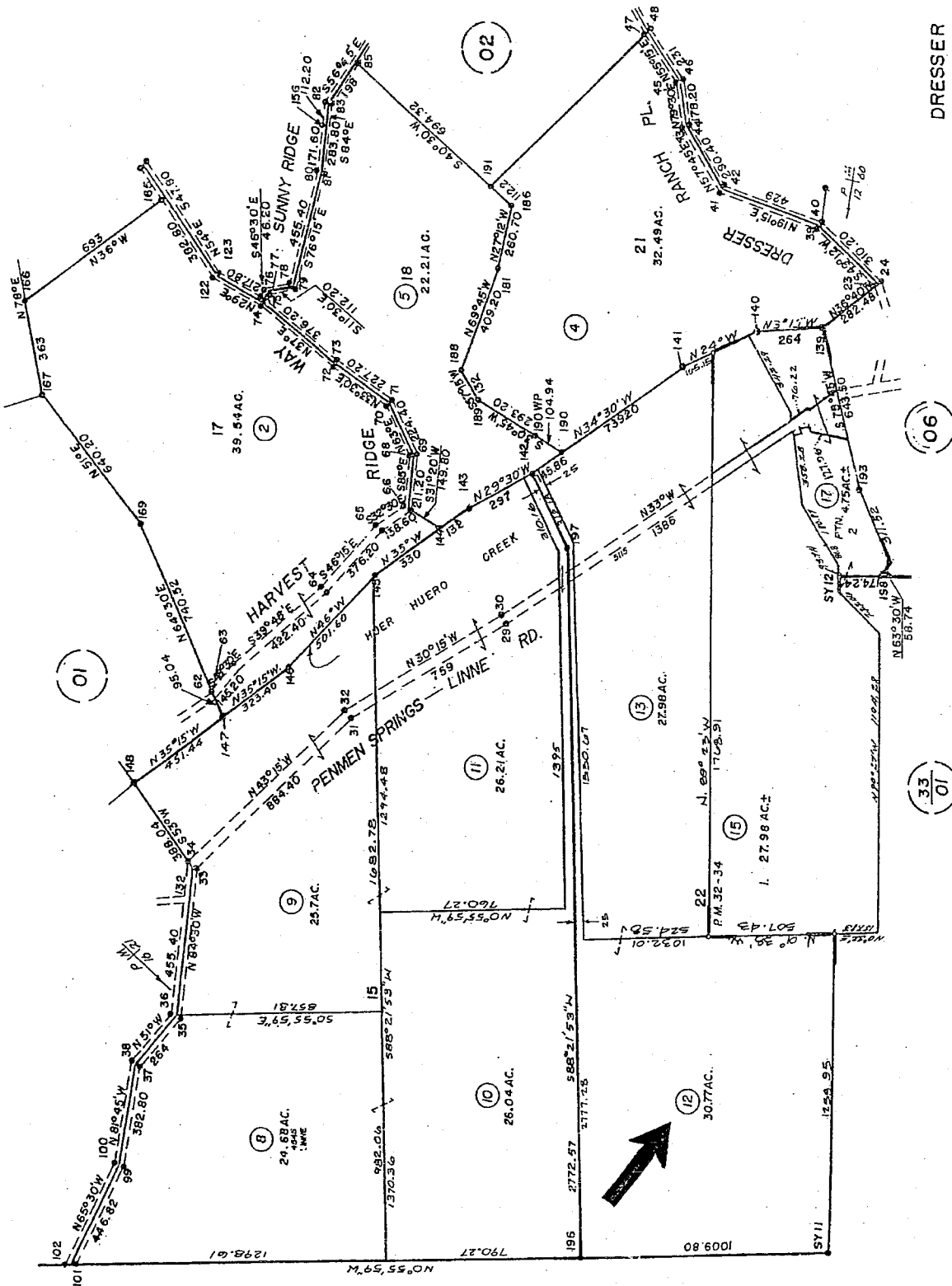
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



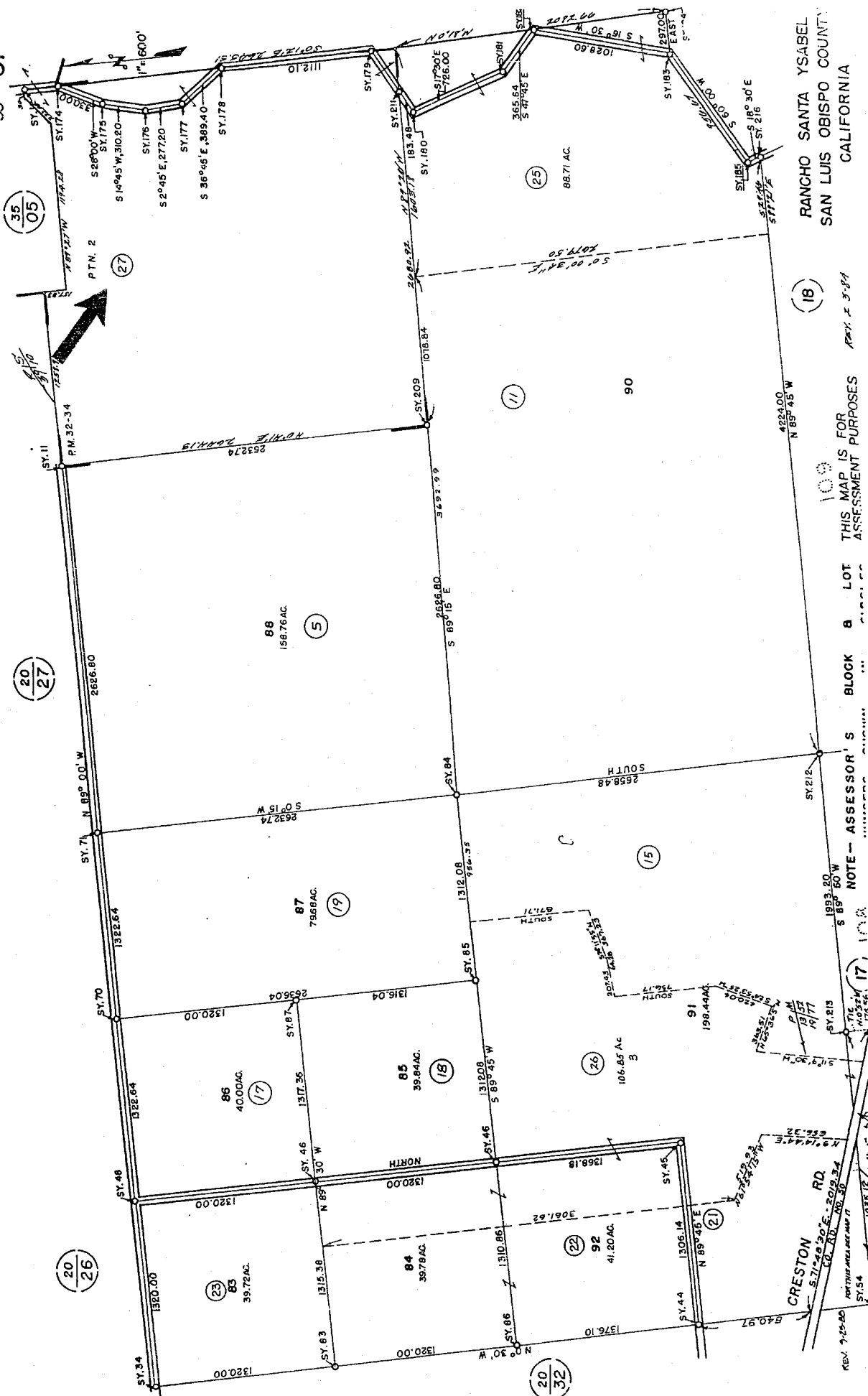
THIS MAP IS PREPARED
FOR ASSESSMENT
PURPOSES ONLY

DRESSER SUBDIVISION NO. 1
SAN LUIS OBISPO COUNTY
CALIFORNIA

MAR 0 6 1996



REV. 2/2/84 2/2/96
3/24/85
9/24/86



RANCHO SANTA YSABEL
SAN LUIS OBISPO COUNTY
CALIFORNIA

(18)

THIS MAP IS FOR
ASSESSMENT PURPOSES

NOTE - ASSESSOR'S BLOCK 8 LOT 10

CRESTON RD

REV. 7/25/80

SY.54

SY.53

SY.52

SY.51

SY.50

SY.49

SY.48

SY.47

SY.46



SHARON MANSKER
P.O. Box 2194
PASO ROBLES, CA 93447
(805) 239-2322

RECEIVED

SEP 07 2005

Planning & Bldg

Josh LeBombar
County Planning Dept.

976 Oso Rd.

San Luis Obispo, California

Dear Mr. LeBombar:

I am writing in regard to Dr. Warren Fendels' lot line adjustment application project #COALOS-01-31 County file SOB #2004-00-318 map # 4985 Lime Rd. Paso Robles

California.

I am an adjoining neighbor and I oppose the granting of the application for a lot line adjustment. It will, in effect split the lot named, and while it is legal - it's NOT in the spirit of the law. The rear portion will be twenty acres, which will then be sold. It is just not morally right to side-step the rules in this manner. I do not wish this application approved, and I would like to be notified of its progress.

Thank you -

Sharon Mansker

Quail Ridge Ranch